

VA REQUEST
FOR LEASE
PROPOSAL NO.
VA262-13-R-0768
LONG BEACH, CA

**Offers due by
07/22/2013**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **2:00PM PST** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**SIMPLIFIED RLP
GSA FORM R101A (6/12)**

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REQUEST FOR LEASE PROPOSALS NO. VA262-13-R-0768

JUNE 14, 2013
SIMPLIFIED RLP GSA FORM R101A (June 2012)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a lease form (GSA Form L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, a Simplified Lease Proposal form (GSA Form 1364A), and a Simplified Lease Proposal Data form (GSA Form 1364A-1) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Contracting Officer (CO) executes the Lease and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (JUN 2012)

The space shall be located in a modern quality building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the CO. If not a new building, the space offered shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space with modern conveniences;

| | |
|----------------------------------|--|
| CITY, STATE | SANTA ANA, CA |
| DELINEATED AREA | NORTH – 17 TH STREET WEST – BRISTOL STREET SOUTH – 1 ST STREET EAST – MAIN STREET |
| SPACE TYPE(S) | MEDICAL OFFICE; OFFICE |
| MINIMUM SQ. FT. (NUSF) (ABOA) | 2,736 |
| APPROXIMATE RENTABLE SQ. FT. | 3,200 |
| PARKING SPACES (TOTAL) | 24 |
| LEASE TERM | 5 YEARS |
| TERMINATION RIGHTS | 180 DAYS |
| ADDITIONAL REQUIREMENTS | GROUND FLOOR OCCUPANCY; ADDITIONAL SPACE AVAILABLE OR NEARBY; CLOSE PROXIMITY TO PUBLIC TRANSPORTATION. |

1.03 NEIGHBORHOOD, PARKING, AND LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (JUN 2012)

LOCATION: INSIDE CITY CENTER

- A. INSIDE CITY CENTER: Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every 130 RSF of Space. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ¼ mile of the employee entrance of the offered Building, as determined by the CO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable ¼ mile of the employee entrance of the offered Building, as determined by the CO. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ¼ mile, as determined by the CO. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ¼ mile, as determined by the CO. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (JUN 2012)

The following documents are attached to and included as part of this RLP package:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| Lease No. VA262-13-L-0096 (Form L201A) | 31 | |
| Proposal to Lease Space (GSA Form 1364A) | 2 | A |
| Simplified Lease Proposal Data (GSA Form 1364A-1) | 4 | B |
| Agency Specific Requirements | 13 | C |
| GSA Form 3516A Solicitation Provisions | 5 | D |
| GSA Form 3518A Representations and Certifications | 10 | E |
| GSA Form 1217 Lessor's Annual Cost Statement | 2 | F |
| GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) | 6 | G |
| Certificate of Seismic Compliance | 1 | H |
| ADA Certification | 1 | I |
| Pre-Lease Building Security Plan | 6 | J |
| Safety and Environmental Management Checklist | 4 | K |
| Infection Control Risk Assessment Guidelines (ICRA) | 10 | L |

1.05 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the CO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.06 LEASE DESCRIPTION (SIMPLIFIED) (JUN 2012)

Offerors shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Agency Specific Requirements (ASR) describing the tenant improvements (TI) to be completed by the Lessor prior to occupancy; and
- E. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP. Notwithstanding the foregoing, the following is provided to assist Offerors in understanding the nature of the Lease.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, taxes, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA square feet solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and lease, including Agency Specific Requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease without further compensation other than the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes. Upon completion and acceptance of the leased space, the space will be measured for establishing the actual annual rent, and the Lease term shall commence.

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's CO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its CO by notice, without an express delegation by the prior CO.

Contracting Officer:

Name: SUN HAN
Mailing Address: 4811 AIRPORT PLAZA DRIVE, SUITE 600, LONG BEACH, CA 90815
Office Phone: (562) 766-2231
Fax: (562) 346-1689
Email Address: SUN.HAN@VA.GOV

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

Name: KRISTA LESTINA
Mailing Address: 4811 AIRPORT PLAZA DRIVE, SUITE 600, LONG BEACH, CA 90815
Office Phone: (562) 766-2246
Fax: (562) 346-1703
Email Address: KRISTA.LESTINA@VA.GOV

1.09 ~~BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 2 OTHER AWARD FACTORS, ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 OTHER AWARD FACTORS

- A. The Lease will be awarded to the Offeror whose offer will be most advantageous to the Government.
- B. The combinations of factors below are more important than price.
- C. The following award factors will be considered and factors 3 thru 6 are listed in descending order of importance.
 - 1. Seismic Safety (Go/No-Go Basis)
 - 2. Availability (Go/No-Go Basis)
 - 3. Location/the Building
 - 4. Accessibility
 - 5. Past Performance
 - 6. Safety of Proposed Location

2.02 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the CO. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense.

2.03 FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the CO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

2.04 ~~SEISMIC SAFETY (REGIONS OTHER THAN 8, 9, AND 10) (AUG 2011)~~ INTENTIONALLY DELETED

2.05 SEISMIC SAFETY (REGIONS 8, 9, AND 10) (APR 2011)

D. Definitions. For the purpose of this paragraph:

- 1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
- 2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings." ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or at <http://www.pubs.asce.org>.
- 3. "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained at <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>.
- 4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
- 5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this RLP, together with any required attachments.
- 6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
- 7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- 8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

E. In order to meet the Seismic Standards, an offer must include either a Seismic Certificate establishing that the offered building complies with the Seismic Standards or a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space. Buildings can meet the seismic standards in the following ways:

- 1. Be a Benchmark Building per RP 6 standards (see paragraph a., below).

2. Provide a certificate per a Tier 1 evaluation (see paragraph b. below).
3. Provide a certificate per a Tier 2 or Tier 3 evaluation (see paragraph c., below).
4. Provide plans as to how the Offeror proposes to renovate the building to meet the requirements of RP 6 (see paragraph d, below).

a. A Benchmark Building is one that was designed and built in accordance with adequate seismic provisions, which are considered to provide acceptable life-safety protection. The determination of benchmark years is complex and varies with building location, age, structural system, and governing building code. A table of benchmark years is provided in Table 1-1. Note that, if the seismicity of a region has changed since the benchmark dates listed in Table 1-1, a building must have been designed and constructed or evaluated in accordance with the current seismicity of the region to be compliant with the Standards. Only buildings designed and constructed in accordance with the documents listed in Table 1-1 and being evaluated to the Life-Safety Performance Level may be considered Benchmark Buildings.

| BENCHMARK BUILDINGS (Table 3-1 of FEMA-310) | | | | |
|---|---|---------------------------|-------------------------|---------------------------|
| BUILDING TYPE^{1,3} | Model Building Seismic Design Provisions | | | |
| | BOCA^{1S} | SBCCI^{1S} | UBC^{1S} | NEHRP^{1S} |
| Wood Frame, Wood Shear Panels (Type W1 and W2) ² | 1992 | 1993 | 1976 | 1985 |
| Wood Frame, Wood Shear Panels (Type W1A) | 1992 | 1993 | 1976 | 1985 |
| Steel Moment-Resisting Frame (Type S1 and S1A) | ** | ** | 1994 ³ | ** |
| Steel Braced Frame (Type S2 and S2A) | 1992 | 1993 | 1988 | 1991 |
| Light Steel Frame (Type S3) | * | * | * | * |
| Steel Frame w/Concrete Shear Walls (Type S4) | 1992 | 1993 | 1976 | 1985 |
| Reinforced Concrete Moment-Resisting Frame (Type C1) ⁴ | 1992 | 1993 | 1976 | 1985 |
| Reinforced Concrete Shear Walls (Type C2 and C2A) | 1992 | 1993 | 1976 | 1985 |
| Steel Frame with URM Infill (Type S5 and S5A) | * | * | * | * |
| Concrete Frame with URM Infill (Type C3 and C3A) | * | * | * | * |
| Tilt-up Concrete (Type PC1 and PC1A) | * | * | 1997 | * |
| Precast Concrete (Type PC2 and PC2A) | * | * | * | * |
| Reinforced Masonry (Type RM1) | * | * | 1997 | * |
| Reinforced Masonry (Type RM2) | 1992 | 1993 | 1976 | 1985 |
| Unreinforced Masonry (Type URM) ⁵ | * | * | 1991 ⁶ | * |
| Unreinforced Masonry (Type URMA) ⁷ | * | * | * | * |

* No benchmark year building will be evaluated using FEMA-310.

** Local provisions will be compared with the UBC.

^{1S} Only buildings designed and constructed or evaluated in accordance with these documents and being evaluated to the Life-Safety Performance Level may be considered Benchmark Buildings.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCCI—Southern Building Code Congress International, Standard Building Code.

UBC—International Conference of Building Officials, Uniform Building Code.

NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

b. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and include the checklists from the Tier 1 Evaluation.

c. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government. The CO may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the CO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

d. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural

¹ One of the Common Building Types defined in FEMA-310, Table 2-2 (pgs. 2-6 through 2-10).

² Buildings on hillside sites will not be considered Benchmark Buildings.

³ Steel Moment-Resisting Frame Connections shall comply with the 1994 BBC Emergency Provisions, the 1997 BBC, the 1997 DISC Seismic Provisions, the 2000 IBC or FEMA 350, or the analytical evaluation provisions of FEMA 351.

⁴ Flat Slab Buildings will not be considered Benchmark Buildings.

⁵ Buildings with thin-walled steel tubes in braced frames shall not be considered Benchmark Buildings.

⁶ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

⁷ Refers to the BCBC.

calculations, drawings, specifications, geotechnical report(s), etc., shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the CO.

F. Seismic Requirements. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer meets the Seismic Standards and the other requirements of this RLP, then other offers that do not meet the Seismic Standards will not be considered. If none of the offers received meet the Seismic Standards, the CO will make the award to the Offeror whose building meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety, and any other award factors specified in this solicitation.

2.06 HISTORIC PREFERENCE (SIMPLIFIED) (JUN 2012)

A. The Government will give preference to offers of Space in Historic Properties following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The CO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

F. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

2.07 ASBESTOS (JUN 2012)

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

2.08 ACCESSIBILITY (JUN 2012)

The Lease contemplated by this RLP contains building requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building in which space is offered meets the Lease requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 FIRE PROTECTION AND LIFE SAFETY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease.
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.10 SECURITY (JUN 2012) (AMENDED)

The Lease contemplated by this RLP contains Building requirements and other obligations relating to Security. See the attachments to the Lease titled "Security Requirements" and "Security Unit Price List." The Government determines security levels, requirements and standards for facilities and agency spaces based upon tenant agency mix, use of the space, size of Space, number of employees, location of the facility, configuration of the site and lot, and public access into and around the facility.

To be eligible for award, the Offeror must provide a Pre-Lease Building Security Plan with its offer that addresses its compliance with the Lease Security Requirements.

2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2011)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are

due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at WWW.ENERGYSTAR.GOV.

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, ventilating, and air conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financialevaulation>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (APR 2011)

Offeror shall prepare a complete signed lease document, including all required exhibits, using the forms provided with this RLP. Offeror's submission constitutes its offer to enter into a binding lease. A Lease is binding when the CO countersigns the Offeror's signed lease document and mails or otherwise furnishes written notification of the executed lease to the successful offeror.. Offerors are advised that the Government may make award without negotiations.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2011)

A. Offeror is authorized to transmit its Lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the request for Lease proposals will be accepted. VA confirmation of delivery required. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its Lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **2:00PM PST** on the following date at the following designated office and address:

Date: Monday, July 22, 2013
Office: VISN 22 Network Contract Office (NCO)
Address: 4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815
(562) 766-2246

2. No later than **2:00PM PST** on the following date at the following email address:

Date: Wednesday, July 22, 2013
Email: KRISTA.LESTINA@VA.GOV; SUN.HAN@VA.GOV
Address:

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (JUN 2012)

The proposal shall consist of the following documents:

| DOCUMENT NAME OR DESCRIPTION |
|--|
| Lease No. VA262-13-L-0096 (Form L201A), signed and initialed by Offeror |
| Simplified Lease Proposal (GSA Form 1364A), completed and signed by Offeror |
| Simplified Lease Proposal Data (GSA Form 1364A-1), completed and signed by Offeror |
| Agency Specific Requirements, initialed by Offeror |
| Representations and Certifications (GSA Form 3518A), completed and signed by Owner |
| Lessor's Annual Cost Statement (GSA Form 1217), completed and signed by Owner |
| Fire Protection and Life Safety information and documents (See Fire Protection and Life Safety paragraph in RLP and Lease for applicable requirements) |
| Certificate of Seismic Compliance or exemption memo |
| ADA Certification, completed and signed by Owner |
| Pre-Lease Building Security Plan, completed by Offeror, if applicable |
| Safety and Environmental Management Checklist, completed and signed by Owner |
| Infection Control Risk Assessment Guidelines (ICRA), completed and signed by Owner |
| Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror |
| Historic Property information and documentation, if applicable, per the Historic Preference paragraph |
| Evidence that Building is outside the 100 year flood plain |
| Registration in the System for Award Management (SAM) (meets CCR requirement) |

3.04 EISA SUBMITTALS (JUN 2012)

A. No later than the due date for final proposal revisions, the offeror must submit to the CO:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make; and if no improvements are cost effective, the offeror shall so indicate and provide supporting evidence of the lack of any cost effective improvements,
3. If the offeror is claiming eligibility for additional time to obtain the Energy Star® label per subparagraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®, or

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the CO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)

A. TIs are those costs required for building out the Government demised area in accordance with Agency Specific Requirements and Security Requirements as developed in Government approved DIDs. All TIs required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The TI pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to complete the TIs. It is the successful offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

3.06 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

3.07 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)

The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficient Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in effect on the Lease Term Commencement Date.

SECTION 4 METHOD OF AWARD

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)

A. The Government will evaluate offers and may award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms. The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the CO to be necessary. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received.

B. Should the Government conduct discussions then prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the CO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

A. HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364A-1, Simplified Lease Proposal Data. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the CO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the CO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

B. If a HUBZone SBC that has not waived the price preference is awarded the lease, the certification required by the "Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the CO with information regarding a change to its HUBZone eligibility prior to award, then the lease shall be subject, at the CO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012) (AMENDED)

A. The Government reserves the right to make an award based upon initial offers. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the lease documents and is the best value offer submitted. Refer to the "Present Value Price Evaluation (Simplified)" paragraph in this section of the RLP. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The CO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (JUN 2012) (AMENDED)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA square footage and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices to a composite annual price per ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA sq. ft price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. THIS PARAGRAPH WAS INTENTIONALLY DELETED

5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

8. The sum of either paragraphs 5 and 7 or paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.05 AWARD (SIMPLIFIED) (JUN 2012) (AMENDED)

A. To document the agreement between the parties, the successful Offeror and the VA CO will execute a Lease prepared by VA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. VA262-13-L-0096 and any associated Lease amendments.
2. General Clauses included with the Lease and incorporated by reference.
3. GSA Form 3518A, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
4. The pertinent provisions of the offer.
5. Floor plans of the offered Space.
6. Offeror's proposal to lease space and all exhibits and attachments required for a complete proposal.

The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the CO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

LEASE NO. VA262-13-L-0096

Simplified Lease
GSA FORM L201A (March 2013)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the Lease document.

This Lease is made and entered into between

Lessor's Full Legal Name (exactly as listed in Central Contractor Registration/SAM.gov)

(Lessor), whose principal place of business address is _____

_____ and whose interest in the Property described herein is that of Fee Owner, and

The United States of America ("the Government"), acting by and through the designated representative of the Department of Veterans Affairs (VA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of **5 Years Firm**, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

SUN HAN
Contracting Officer
Network Contract Office – 22, Department of Veterans Affairs
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. The Government must provide termination notice no later than 120 days after the last day of the Firm Term.

1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for a term of **1 YEAR** at the rental rate(s) set forth on Form 1364A, provided notice is given to the Lessor at least **60 days** before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

The following documents are as attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| Amendments to RLP No. VA262-13-L-0768 | | |
| SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT | | |
| Floor Plan Delineating the Premises | | |
| All Documents and Exhibits provided to the Government in the initial offer initiated and completed including but not limited to: | | |
| Proposal to Lease Space (GSA Form 1364A) | 2 | A |
| Simplified Lease Proposal Data (GSA Form 1364A-1) | 4 | B |
| Agency Specific Requirements | 31 | C |
| GSA Form 3516A Solicitation Provisions | 5 | D |
| GSA Form 3518A Representations and Certifications | 10 | E |
| GSA Form 1217 Lessor's Annual Cost Statement | 2 | F |
| GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) | 6 | G |
| Certificate of Seismic Compliance | 1 | H |
| ADA Certification | 1 | I |
| Pre-Lease Building Security Plan | 6 | J |

| | | |
|---|----|---|
| Safety and Environmental Management Checklist | 4 | K |
| Infection Control Risk Assessment Guidelines (ICRA) | 10 | L |

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)~~ INTENTIONALLY DELETED

1.09 ~~OPERATING COST BASE (AUG 2011)~~ INTENTIONALLY DELETED

1.10 ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Fire Protection and Life Safety Upgrades
- B. ABAAS and VA Accessibility Upgrades
- C. Seismic Retrofit to meet all seismic requirements in this lease.

1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the CO (or representative designated by the CO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the CO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the CO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of Space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the CO (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section I of this Lease, and delineated by plan in the attached Exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical Building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Contracting Officer (CO) by notice without an express delegation by the prior CO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the Contracting Officer. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease.

B. PARAGRAPH DELETED

C. PARAGRAPH DELETED

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011) INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP (JUN 2012)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.

D. In addition to all documents required by FAR 42.1204, the CO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the CO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must complete a Central Contractor Registration (CCR) (See FAR 52.232-33) and complete and sign GSA Form 3518A, Representations and Certifications.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the CO under sub-paragraph- D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.08 ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (SEPT 2011)

If the Government elects to vacate the Premises in whole or in part during the term of the Lease, the rent shall be reduced by subtracting from the rental rate the amount specified for in Line 14 of Exhibit A, GSA Form 1364A. The Government shall be entitled to reduce the rent **30 days** after providing notice of vacating the Premises.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.10 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (SEP 2011)

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be

permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

2.11 DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

- (3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

2.12 INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.13 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

2.14 CHANGES (SIMPLIFIED) (SEP 2011)

A. The CO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.

B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

1. An adjustment of the delivery date;
2. An equitable adjustment in the rental rate; or
3. A lump sum equitable adjustment.

C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

D. Absent a written change order from the CO, or from a Government official to whom the CO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

2.15 COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (JAN 2011)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the CO, the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2.17 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (MAR 2013)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (Applicable to Leases over \$100,000.)
2. FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (DEC 2012) (*UPDATED FOR WWW.SAM.GOV*)
3. FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012) (Applicable if over \$25,000)
4. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) (Applicable to Leases over \$30,000.)
5. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$700,000.)
6. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable if over \$700,000.)
7. FAR 52.219-1, SMALL BUSINESS REPRESENTATIONS (MAY 2004) (Applicable to Leases exceeding the micro-purchase threshold)
8. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE III (JUL 2010) (Applicable to Leases over \$650,000.)
9. FAR 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to Leases over \$650,000.)
10. FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (APR 2008) (Applicable to Leases exceeding \$550,000)
11. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012) (Applicable to Leases exceeding \$3,000.)
12. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
13. FAR 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Applicable to Leases over \$10,000.)
14. FAR 52.222-25, AFFIRMATIVE ACTION COMPLIANCE. (Applicable to Leases over \$10,000.)
15. FAR 52.222-26, EQUAL OPPORTUNITY (MAR 2007)

16. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Applicable to Leases over \$100,000.)
17. FAR 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (Applicable to Leases over \$15,000.)
18. FAR 52.222-37, EMPLOYMENT REPORTS VETERANS (SEP 2010) (Applicable to Leases over \$100,000.)
19. FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over \$150,000 average net annual rent including option periods as well as to any Leases of any value awarded to an individual)
20. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
21. FAR 52.233-1, DISPUTES (JUL 2002)
22. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (FEB 1996)
23. GSAR 552.232-23, ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to Leases over \$3,000.)
24. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)
25. GSAR 552.270-23, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)
26. GSAR 552.270-25, NO WAIVER (SEP 1999)
27. GSAR 552.270-30, PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the CO. The CO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the CO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biobased.oce.usda.gov/fb4p/. In general, environmentally preferable products and materials do one or more of the following:

Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.

1. Minimize the consumption of resources, energy, and water.
2. Prevent the creation of solid waste, air pollution, or water pollution.
3. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the lease Premises, or to be removed from the lease Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the CO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the CO.

3.05 WOOD PRODUCTS (AUG 2008)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.06 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.07 BUILDING SHELL REQUIREMENTS (JUN 2012)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Security, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (JUN 2012)

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve aspects of the Lessor's design. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office Space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.11 MEANS OF EGRESS (JUN 2012)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the award date of this Lease).

B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)

A. Any portion of the Premises located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Premises is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Premises is on or above the sixth floor, and lease of the Premises will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square

feet of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, *Standard for the Installation of Sprinkler Systems*.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this Lease).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (JUN 2012)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Premises is located on the 3rd floor or higher.

B. The fire alarm system shall be installed and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code* (current as of the award of the Lease).

C. The fire alarm system shall automatically notify the local fire department, remote station, or UL listed central station.

D. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm and Signaling Code* (current as of the award of the Lease), prior to Government acceptance and occupancy of the Premises.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant at the time of award and unable to earn the ENERGY STAR label during the most recent year due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR label, then Lessor must earn the ENERGY STAR label within 18 months after occupancy by the Government.

3.15 ELEVATORS (SIMPLIFIED) (JUN 2012)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, Safety Code for Elevators and Escalators (current as of the award date of this Lease). Where provided, elevator-lobby and elevator-machine-room smoke detectors shall activate the Building fire alarm system, provide Phase 1 automatic recall of the elevators, and automatically notify either the local fire department, remote station or UL listed central station. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

3.16 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.17 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.18 CEILINGS (SIMPLIFIED) (DEC 2011)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the CO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

Ceilings shall be at a minimum **9 feet and 0 inches** and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the CO. Tiles or panels shall contain recycled content. Restrooms shall have plastered or spackled and taped gypsum board.

3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the CO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.20 WINDOWS (SIMPLIFIED) (AUG 2011)

All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.21 PARTITIONS: PERMANENT (JUN 2012)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the award date of this Lease.

3.22 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the Building is located.

3.23 PAINTING – SHELL (JUN 2012)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.24 FLOORS AND FLOOR LOAD (JUN 2012)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the CO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.25 FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (JUN 2012)

A. Flooring material through Building common areas shall be of quality materials, as approved by the CO.

B. The costs for cyclical carpet replacement requirements as outlined in Section 6, shall be included in the shell rent.

3.26 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.27 ELECTRICAL (SIMPLIFIED) (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.28 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the Government pays separately for electricity, no more than 500 sq. ft. of office may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the CO.

3.29 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.30 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.31 RESTROOMS (JUN 2012) (AMENDED)

A. If this Lease is satisfied by new construction or major alterations, the Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures must meet the schedule as part of the major alterations

| ESTIMATED TOTAL NUMBER PEOPLE FLOOR | | | (WOMEN'S) WATER CLOSETS | (WOMEN'S) SINKS | (MEN'S) WATER CLOSETS | (MEN'S) URINALS | (MEN'S) SINKS |
|--|----|----|-------------------------------|--------------------|-----------------------------|--------------------|------------------|
| 1 | to | 8 | 2 | 1 | 1 | 1 | 1 |
| 9 | to | 24 | 3 | 2 | 2 | 1 | 1 |
| 25 | to | 36 | 3 | 2 | 2 | 1 | 2 |
| 37 | to | 56 | 5 | 3 | 3 | 2 | 2 |

| | | | | | | | |
|-----------|----|-----|------|------|------|------|------|
| 57 | to | 75 | 6 | 4 | 4 | 2 | 2 |
| 76 | to | 96 | 6 | 5 | 4 | 2 | 3 |
| 97 | to | 119 | 7 | 5 | 5 | 2 | 3 |
| 120 | to | 134 | 9 | 5 | 6 | 3 | 4 |
| Above 135 | | | 3/40 | 1/24 | 1/20 | 1/40 | 1/30 |

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

D. Restrooms must meet ADA requirements.

3.32 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

3.33 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (JUN 2012)

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.34 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw if ½ inch and include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.35 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012)

- A. The Government reserves the right to contract its own telecommunications service in the Space.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the leased Space shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

3.36 LIGHTING: INTERIOR AND PARKING – SHELL (SIMPLIFIED) (JUN 2012)

A. Deep cell parabolic louver 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other Building standard fixtures approved by the CO) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ABOA sq. ft. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the Space is unoccupied and shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings

B. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the Space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the CO. When the Space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

C. Adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the Building to discourage crimes against persons shall be provided. Exterior Building lighting must have emergency power backup to provide for safe evacuation of the Building in case of natural disaster, power outage, or criminal/terrorist activity.

3.37 INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The CO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the CO.
4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
6. Protect stored onsite and installed absorptive materials from moisture damage.

3.38 ACOUSTICAL REQUIREMENTS (JUN 2012)

- A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.
- B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.
- C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
Conference rooms: NIC 40
Offices: NIC 35
- D. Testing. The CO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.38 PEDESTRIAN PAVEMENT CONSTRUCTION

Design walkways to provide clearly defined, unobstructed, direct routes through the site, interconnecting site and building entryways, curb ramps, parking areas, pedestrian landscaped features, such as, open area plazas, courts, atriums and other site elements.

Construct walks of concrete. Reinforce the concrete pavements if sub-base conditions warrant. Where pedestrian and vehicular pavement meets, thicken the sub-base material.

Pedestrian wearing course material may be rigid unit pavers (bricks, stone sets, concrete units, large paving slaps, etc.). To facilitate use by people with disabilities, design a rigid base of concrete or asphaltic concrete beneath pavers.

Walks should be at least 60 inches wide, except 96 inches minimum where abutting parking stalls.

Design walks to accommodate people with disabilities. Eliminate steps unless unavoidable

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (JUN 2012)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. Design Intent Drawings. The Lessor shall prepare and deliver to the Government design intent drawings (DIDs) meeting all requirements set forth in the Lease within 10 Working Days of the Lease Award Date. The Government shall respond within 10 Working Days of receipt of the DIDs by either issuing a Notice to Proceed or providing notice indicating the manner in which the DIDs do not meet all requirements of the Lease. If the DIDs do not conform to the Lease requirements, the Lessor shall revise and resubmit the DIDs within 3 Working Days. The Lessor shall be responsible for delays to Acceptance of the Premises attributable to the Lessor's failure to prepare DIDs conforming to the Lease requirements.
- B. Notice to Proceed (NTP). If the DIDs conform to the Lease requirements, the Government shall issue NTP; however, the Government shall not be obligated to issue a NTP less than 10 Working Days from receipt of DIDs, as originally submitted or revised. Issuance of NTP shall not be construed as a waiver of any requirement set forth in this Lease.
- C. Construction Schedule. The Lessor shall complete all required build-out conforming to the Lease and approved DIDs within 40 Working Days of issuance of NTP.

4.02 GREEN LEASE SUBMITTALS (SIMPLIFIED) (JUN 2012)

The Lessor shall submit to the CO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.
- B. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.
- F. If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)

Upon request by the Contracting Officer, the Lessor shall furnish a detailed construction schedule to the Government within five Working Days. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings.

4.04 ACCESS PRIOR TO ACCEPTANCE OF SPACE (SIMPLIFIED) (APR 2011)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

4.05 CONSTRUCTION INSPECTIONS (APR 2011)

- A. The CO or the CO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the CO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JUN 2012)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this

Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue occupancy certificates or if the C of O is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building are compliant with all fire protection and life safety-related requirements of this Lease.

4.07 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space, which, together with the CAF established in Exhibit A, GSA Form 1364A, will yield the total Rentable Area of the Premises. The rent for the Space will be adjusted based on the measured ABOA square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.08 AS-BUILT DRAWINGS (JUN 2012)

Not later than 60 days after the acceptance of the Space, the Lessor, at the Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the CO.

4.09 SEISMIC RETROFIT (SEP 2012)

The following requirements apply to leases requiring seismic retrofit:

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. For leases requiring seismic retrofit, the space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the CO.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (JUN 2012)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, fulfillment of all requirements designated as TIs within this section or designated as TI within the attached Agency Specific Requirements and Security Requirements shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SIMPLIFIED) (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 5 Working Days the initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 5 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

5.04 DOORS: SUITE ENTRY (JUN 2012)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of **42" wide x 84" high** (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (JUN 2012)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of **42" wide x 84" high**. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the CO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (JUN 2012)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101 or the International Building Code current as of the award date of this Lease.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (JUN 2012)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall coverings, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.10 PAINTING – TI (JUN 2012)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.11 FLOOR COVERINGS AND PERIMETERS (JUN 2012)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100% nylon fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100% BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile.

Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option)

Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria

Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

| Space Definition | Traffic Classification | TARR Classification |
|--|------------------------|---------------------|
| Private Offices | Moderate | ≥ 3.0 TARR |
| Training, conference, courtrooms, etc | Heavy | ≥ 3.0 TARR |
| Open Office, cafeteria, corridors, lobbies | Severe | ≥ 3.5 TARR |

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the CO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the CO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.12 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable Space heaters are prohibited.

5.13 ELECTRICAL: DISTRIBUTION (JUN 2012)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.16 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.18 LIGHTING: INTERIOR AND PARKING – TI (SIMPLIFIED) (JUN 2012)

A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). Any additional fixtures required beyond the ratio stated under the "Lighting: Interior and Parking- Shell (Simplified)" paragraph in this Lease are part of the TIs.

B. There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)

The Government's normal hours of operations are established as **7 AM to 7 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 UTILITIES (APR 2014) INTENTIONALLY DELETED

6.03 UTILITIES SEPARATE FROM RENTAL (SIMPLIFIED) (SEP 2011)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (AUG 2011)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.06 OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth in Exhibit A, GSA Form 1364A. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the CO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean baCONies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- A. Use products that are packaged ecologically;
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.09 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.10 SNOW REMOVAL (APR 2011) INTENTIONALLY DELETED

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012) (AMENDED)

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety

hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative, upon request, at the Lessor's expense.

6.12 MAINTENANCE OF PROVIDED FINISHES (JUN 2012)

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
1. Lessor shall repaint common areas at least every three years.
 2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's expense.
- B. Carpet and flooring.
1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
 2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Space every 5 years with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
 3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after the normal hours as established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2012)

The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

Lessor compliance with sub-paragraphs below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the E-QUIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

MANUAL PROCESS

The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, [Questionnaire for Public Trust Positions](#), completed by each person and returned to the Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

ELECTRONIC PROCESS

The electronic process will be done through the E-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP).

The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation.

The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

- § How to Log In
- § How to Answer and Create New Golden Questions
- § What Additional Documents to Send
- § To Print and Sign two Signature Forms (Certification That My Answers Are True)
- § To complete the submission process press the "Release /Request Transmit to the Agency" and exit the process
- § Where to Send ;

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- (1) Two (2) FBI Fingerprint Cards (Form FD-258) or one (1) card produced by a livescan device,
- (2) Certification That My Answers Are True
- (3) Authorization for Release of Information

The Lessor must ensure the contracting officer (or the contracting officer's designated Representative has all of the requested documentation to ensure the completion of the investigation.

Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the CO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.18 RECYCLING (SIMPLIFIED) (JUN 2012)

Where State or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such State and/or local law, code, or ordinance. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.19 INDOOR AIR QUALITY (JUN 2012)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the CO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the leased Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per sq. ft., no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.20 RADON IN AIR (AUG 2008)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide Space in which in-air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

6.21 ~~RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED

6.22 HAZARDOUS MATERIALS (OCT 1996)

The leased Space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

6.23 MOLD (SIMPLIFIED) (SEPT 2011)

A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present (Indicators).

6.24 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.25 FLAG DISPLAY (APR 2011)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 VA ACQUISITION REGULATIONS (VAAR REQUIREMENTS)

The following VAAR clauses shall apply to the Lease, all work performed prior to the Government's acceptance of space and during VA occupancy. Full text versions of these clauses are available upon request from the CO. Full text versions are also available at [HTTP://WWW.VA.GOV/OAL/LIBRARY/VAAR/](http://www.va.gov/oal/library/vaar/).

852.219-9 VA Small Business Subcontracting Plan Minimum Requirements (Dec 2009)
852.219-71 VA Mentor-Protégé Program (Dec 2009)
852.236-77 Reference to "Standards" (Jul 2002)
852.236-84 Schedule of Work Progress (Nov 1984)
852.271-75 Extension of Contract Period (Apr 1984)

7.02 RECORDING REQUIREMENTS

The Lessor shall be required to execute all documents necessary to record the lease in the county or political subdivision in which the building is located. The recordation and all expenses associated with this action are the responsibility of the Lessor. This action must be accomplished within 30 calendar days after award. Evidence of such must be provided to the Contracting Officer or designee.

7.03 LABOR REQUIREMENTS

The following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the CO. Full text versions are also available at [HTTP://WWW.ACQUISITION.GOV/FAR/](http://www.acquisition.gov/far/).

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-6 Davis—Bacon Act
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination—Debarment
52.222-13 Compliance with Davis—Bacon and Related Act Regulations
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certification of Eligibility

7.04 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

7.05 ACCESSIBILITY STANDARDS

The design, construction, and alteration of facilities shall comply with local codes and ordinances. In addition, all VA facilities must comply with the Architectural Barriers Act Accessibility Standards (ABA-AS) as adopted by GSA and VA Program Guide PG-18-13, "Barrier Free Design Guide."

The ABA-AS consists of Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 to 10) and is available from United States Access Board <http://www.accessboard.gov/>. VA Barrier Free Design Guide PG18-13 is available from VA Technical Information Library at [HTTP://WWW.CFM.VA.GOV/TIL/DGUIDE/BARRFREE.DOC](http://www.cfm.va.gov/til/dguide/barrfree.doc).

The Offeror shall comply with the stricter of these standards for each requirement as determined by the Government. **Offerors are cautioned that compliance with ADA does not assure compliance with PG-18-13.** The following list includes some of the requirements from the "Barrier Free Design Guide" that typically exceed ADA or local requirements. The more stringent requirement shall be followed.

EXHIBIT A TO LEASE NO. VA262-13-L-0096

GSA FORM 1364A
SIMPLIFIED LEASE PROPOSALREQUEST FOR LEASE PROPOSALS NO.
VA262-13-R-0768

DATE:

SECTION I – BUILDING INFORMATION

| | | | | | | |
|---|----------------------------|--------------------|---|------------------|-----------------------------|-------------------------------|
| 1 | A. BUILDING NAME | | 2 | NUMBER OF FLOORS | 6 | TOTAL PARKING FOR BUILDING |
| | B. BUILDING STREET ADDRESS | | | 3 | | LIVE FLOOR LOAD (LBS / SQ FT) |
| | C. CITY | D. STATE | 4 | | TOTAL RENTABLE AREA (SQ FT) | 8 |
| | E. 9-DIGIT ZIP CODE | F. CONGR. DISTRICT | | 5 | BUILDING AGE (YRS) | |

SECTION II – SPACE OFFERED AND RATES

| 9 | FLOOR LOCATION | SUITE NO. | ANSI/BOMA SQ FT | TYPE OF SPACE | FLOOR LOCATION | SUITE NO. | ANSI/BOMA SQ FT | TYPE OF SPACE |
|---|----------------|-----------|-----------------|---------------|----------------|-----------|-----------------|---------------|
| | | | | | | | | |
| | | | | | | | | |

| 10 | TYPE OF SPACE | ANSI/BOMA AREA (SQ FT) A | COMMON AREA FACTOR B | RENTABLE SQ FT (RSF) A x B = C | FIRM TERM | | NON-FIRM TERM | | OPTION TERM | |
|----|---|-----------------------------|-------------------------|-----------------------------------|-----------------------------|--------------------------|-------------------------------|--------------------------|-------------------------------|--------------------------|
| | | | | | RENTAL RATE PER RSF/YR D | ANNUAL RENT C x D = E | RENTAL RATE (PER RSF/YR) F | ANNUAL RENT C x F = G | RENTAL RATE (PER RSF/YR) H | ANNUAL RENT C x H = I |
| 11 | OFFICE | | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 12 | OTHER | | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 13 | TOTAL | | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 14 | COMPOSITE ABOA PER SQ FT RATES | | | | 12E ÷ 12A = 13A | \$ | 12G ÷ 12A = 13B | \$ | 12I ÷ 12A = 13C | \$ |
| 15 | RATE ADJUSTMENT FOR VACANT SPACE: \$ / RENTABLE SF | | | | | | | | | |
| 16 | HOURLY RATE FOR OVERTIME HVAC: Rate for 24/7 LAN \$/sf/yr _____ Zone \$_____ Floor \$_____ Entire space \$_____ The cost for overtime or 24/7 HVAC must be paid separately from the rent. Do not include these costs in the rent the offered rental rate or base operating expenses. | | | | | | | | | |
| 17 | NUMBER OF PARKING SPACES OFFERED TO GOVERNMENT: | | | | | A. STRUCTURE: | | C. SURFACE: | | |
| | CHARGE FOR SPACES OFFERED TO GOVERNMENT (IF NOT IN RENT): | | | | | B. STRUCTURE: \$ / MO | | D. SURFACE: \$ / MO | | |
| 18 | RIGHT TO USE OF ROOFTOP AREA FOR ANTENNAS AND ASSOCIATED RIGHTS IN BUILDING <input type="checkbox"/> INCLUDED <input type="checkbox"/> NOT INCLUDED | | | | | | | | | |

SECTION III – OWNER/OFFEROR INFORMATION

| | | | | |
|----|--|--|---------------|------------------|
| 18 | A. OFFEROR (NAME AND COMPLETE MAILING ADDRESS) | B. OFFEROR'S AUTHORIZED REPRESENTATIVE (IF APPLICABLE) (NAME AND COMPLETE MAILING ADDRESS) | 19 | TELEPHONE NUMBER |
| | 20 | | EMAIL ADDRESS | |
| 21 | OFFEROR'S FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION – SPECIFY STATE: | | | |

SECTION IV – OFFER

| | | | | | | |
|----|---|---------|----------|---------|-------|-------|
| 22 | RLP AMENDMENTS ACKNOWLEDGED (INITIAL) | NO. 1 | NO. 2 | NO. 3 | NO. 4 | NO. 5 |
| 23 | On behalf of the Offeror, the undersigned offers to lease to the Government the Premises described in Sections I and II, together with all other rights indicated therein, at the rental and other rates stated, on the terms and conditions set forth in the referenced Request for Lease Proposals and this Proposal. This Offer shall remain open for a period of 60 days. | | | | | |
| | A. SIGNATURE | B. NAME | C. TITLE | D. DATE | | |

EXHIBIT A TO LEASE NO. VA262-13-L-0096

SECTION V – PROPOSED ADDITIONAL TERMS, CONDITIONS

24

OFFEROR WILL COMPLETE THE FOLLOWING FIRE/LIFE SAFETY, ACCESSIBILITY, AND ENERGY SAVINGS IMPROVEMENTS AS REQUIRED IN THE LEASE:

25

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THIS OFFER:

| GSA FORM 1364A-1 SIMPLIFIED LEASE PROPOSAL DATA | | RLP NO. VA262-13-R-0768 | DATE: |
|--|--|----------------------------|-------|
| 1 | Offeror's Interest in the Property: <input type="checkbox"/> Fee owner <input type="checkbox"/> Other: _____ Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror. | | |
| 2 | Flood Plains: The Property is <input type="checkbox"/> in a base (100-year) flood plain <input type="checkbox"/> in a 500-year flood plain <input type="checkbox"/> not in a flood plain. <i>(See RLP Section 2, Flood Plains.)</i> | | |
| 3 | Seismic Safety: The Building <input type="checkbox"/> Fully meets <input type="checkbox"/> Substantially meets (Outside Reg 8, 9, 10) <input type="checkbox"/> Does not meet RLP seismic requirements. <i>(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.</i> | | |
| 4 | Historic Preference: The Building is a <input type="checkbox"/> Historic property within a historic district. <input type="checkbox"/> Non-historic property within a historic district. <input type="checkbox"/> Historic property outside of a historic district. <input type="checkbox"/> None of the above. <i>(See RLP Section 2, Historic Preference.) Attach appropriate documentation.</i> | | |
| 5 | Asbestos: The Property <input type="checkbox"/> Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage. <input type="checkbox"/> Contains ACM not in a stable, solid matrix. <i>(See RLP Section 2, Asbestos.)</i> | | |
| 6 | Fire/Life Safety: The Property <input type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease fire/life safety standards. <i>(See RLP Section 2, Fire Protection and Life Safety)</i> | | |
| 7 | Accessibility: The Property <input type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease accessibility standards. <i>(See RLP Section 2, Accessibility.)</i> | | |
| 8 | Security: Attach Pre-Lease Building Security Plan. <i>(See RLP Section 2, Security)</i> | | |
| 9 | ENERGY STAR®: The Building <input type="checkbox"/> Has received the ENERGY STAR® Label within the past twelve months. Date: _____ <input type="checkbox"/> Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and <input type="checkbox"/> Determined that none are cost effective. <input type="checkbox"/> Determined that the following are cost effective (List): _____ <i>(See RLP Section 2, Energy Security and Independence Act.) Attach Appropriate Documentation.</i> | | |

| | | | | | | |
|--|--|--|--|--|--------------|--|
| GSA FORM 1364A-1 SIMPLIFIED LEASE PROPOSAL DATA | | | RLP NO. VA262-13-R-0768 | | DATE: | |
|--|--|--|--|--|--------------|--|

10

Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.

☐ I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference.

(See RLP and Lease documents for more information)

| PROPOSED RENT COMPONENTS | | | | | |
|--------------------------|--|--------------------------|--|----------------------------|--|
| | OFFICE AREA | Firm Term (\$/RSF/Yr) | Non-Firm Term (\$/RSF/Yr) | Option Term (\$/RSF/Yr) | |
| | | A | B | C | |
| 11 | Building Shell Rent (Incl. Real Estate Taxes) <i>(See page 3 addendum, Shell Definitions)</i> | \$ | \$ | \$ | |
| 12 | Turnkey Tenant Improvement Rent <i>(See block 20 below for additional cost and amortization rate breakdown)</i> | \$ | \$ | \$ | |
| 13 | Operating Rent | \$ | \$ | \$ | |
| 14 | Turnkey Security Upgrade Rent <i>(See block 21 below for additional cost and amortization rate breakdown)</i> | \$ | \$ | \$ | |
| 15 | Total | \$ | \$ | \$ | |
| | OTHER SPACE | Firm Term (\$/RSF/Yr) | Non-Firm Term (\$/RSF/Yr) | Option Term (\$/RSF/Yr) | |
| | | A | B | C | |
| 16 | Building Shell Rent (Incl. Real Estate Taxes) | \$ | \$ | \$ | |
| 17 | Turnkey Tenant Improvement Rent <i>(See block 20 below for additional cost and amortization rate breakdown)</i> | \$ | \$ | \$ | |
| 18 | Operating Rent | \$ | \$ | \$ | |
| 19 | Turnkey Security Upgrade Rent <i>(See block 21 below for additional cost and amortization rate breakdown)</i> | \$ | \$ | \$ | |
| 20 | Total | \$ | \$ | \$ | |
| 21 | Tenant Improvement Costs | \$ | Interest rate to amortize Tenant Improvements | % | |
| 22 | Security Upgrade Costs | \$ | Interest rate to amortize Security Upgrade Costs | % | |

23

OTHER INFORMATION SUPPLIED WITH THIS PROPOSAL:

If GSA is using an authorized contractor real estate broker in this transaction, Offeror must enter here the commission rate offered to its representative, and the commission rate offered to GSA's Broker, and attach the commission agreement between Offeror and GSA's Broker.

24

[] The information contained in this 1364A-1 Lease Proposal Data Form is proprietary to Offeror.

25

BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY THE HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED REQUEST FOR LEASE PROPOSALS, WITH ATTACHMENTS.

26

A. SIGNATURE

B. NAME

C. TITLE

D. DATE

Addendum: Shell Definitions

| Base Building | Tenant Areas |
|--|--|
| Base structure and building enclosure components (windows with exterior finishes) are complete. | Broom-clean concrete floor slab, with level floor not varying more than ¼ inch over 10-foot horizontal run, in accordance with American Concrete Institute Standards. |
| Base building electrical and mechanical systems (e.g., central fire alarm, chiller plant, and cooling tower) are complete and functional. | Gypsum wallboard, spackled and prime painted on exterior perimeter walls and interior core walls, is installed. |
| All common areas, such as lobbies, elevators, fire egress corridors and stairwells, garages, and service areas are complete. (Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.) | 2' x 2' suspended acoustical ceiling with 2' x 2' parabolic fluorescent (or other building standard, such as 2' x 4' fixtures) installed in the ceiling grid for an open office plan at the rate of one fixture per 80 USF, is installed. |
| Building common restrooms are complete and operational. | Common corridor stud walls, without gypsum board on demised tenant premises side and without suite entry door, are installed. |
| <p>Building cores on each floor with assignable space contain the following: tappable domestic water riser, service sanitary drain, sanitary vent, ready for extension to tenant-demised areas.</p> <p>Electrical power distribution panels and circuit breakers available in an electrical closet, with capacity at 277/480 volt and 120/208 volt, 3-phase, 4-wire providing 4 watts per USF.</p> <p>Designated connection point to the central fire alarm system for extension to tenant-demised areas.</p> <p>Distribution backboard within a wire closet for connection to tenant's telephone lines. Vertical conduit (empty sleeve) through building core, available for tenant wiring and cabling.</p> | <p>Central heating, ventilation, and air conditioning (HVAC) systems are installed and operational, including, as appropriate, main and branch lines, variable air volume boxes, dampers, flex ducts and diffusers, for open office layout. Conditioned air through medium pressure ductwork at a rate of .75 cfm per square foot of usable area is provided.</p> <p>Sprinkler mains and distribution piping in a protection layout (open plan) with heads turned down, concealed with an escutcheon or trim plate, are installed.</p> |



Department of Veterans Affairs

Exhibit C

Agency Specific Requirements

RLP: VA262-13-R-0768

VALB Community Resource & Referral Center (CRRC)

The Agency Specific Requirements (ASRs) do not reduce the minimum requirements contained within the Lease. These ASRs provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements.

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1.01 ROOM SCHEDULE 3
1.02 SPACE DETAILS 3

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SECTION 1 ROOM SCHEDULE AND DETAILS

1.01 ROOM SCHEDULE

| Functional Area | Net Sq. Ft. | Room No. | Floor | Base | Wall Finish | Ceiling | Remarks |
|--|-------------|----------|-------------|--------|-------------|---------|-----------------------|
| Lobby/Waiting Area/Reception | 300 | 1 | CT | CT | GB-PT | ACT | FRP panels- w ainscot |
| Toilets, Patient (ADA Accessible) | 80 | 2 | Epoxy | CT | CT | GB-PT | |
| Toilets, Patient (ADA Accessible) | 80 | 3 | Epoxy | CT | CT | GB-PT | |
| Toilets, staff (ADA Accessible) | 60 | 4 | Epoxy | CT | CT | GB-PT | |
| Toilet, Staff | 60 | 5 | Epoxy | CT | CT | GB-PT | |
| Storage | 120 | 5 | VCT | Rubber | GB-PT | GB-PT | |
| Exam-Treatment | 160 | 6 | SV | SV | GB-PT | ACT | FRP panels- w ainscot |
| Break room | 120 | 7 | SV | SV | GB-PT | GB-PT | FRP panels- w ainscot |
| Office (Nurse Practitioner) | 160 | 8 | Carpet tile | Rubber | GB-PT | ACT | OPTION B- VCT Floors |
| Office (Program Manager) | 180 | 9 | Carpet tile | Rubber | GB-PT | ACT | OPTION B- VCT Floors |
| Office (Case Manager) | 180 | 10 | Carpet tile | Rubber | GB-PT | ACT | OPTION B- VCT Floors |
| Office (multi-use) | 532 | 11 | Carpet tile | Rubber | GB-PT | ACT | OPTION B- VCT Floors |
| Office | 120 | 12 | Carpet tile | Rubber | GB-PT | ACT | OPTION B- VCT Floors |
| Stand down room | 324 | 13 | VCT | Rubber | GB-PT | ACT | FRP |
| Sanitation room | 160 | 14 | CT | Rubber | CT | GB-PT | |
| HAC | 60 | 15 | CT | CT | GB-PT | GB-PT | |
| Electrical | 80 | 16 | VCT | Rubber | GB-PT | GB-PT | |
| IT closet | 120 | 17 | VCT | Rubber | GB-PT | GB-PT | 24 HR HVAC |
| Copier | 120 | 18 | Carpet tile | Rubber | Paint | ACT | |
| Corridors | 300 | 19 | VCT | Rubber | Paint | ACT | |
| | | | | | | | |
| Parking Spaces (20) | | | | | | | |
| Parking Spaces, ADA (4) | | | | | | | |
| | | | | | | | |
| Net Usable Sq. Ft. | 2736 | | | | | | |
| | | | | | | | |
| Note: all doors to be minimum 3'6" wide x 7'-0" High | | | | | | | |
| ACT- Acousetical Ceiling Panel | | | | | | | |

1.02 SPACE DETAILS

Please refer to the Lease document for the constructions standards applicable to the interior tenant area build-out. These standards provide a general outline of the interior build-out requirements. For a complete list of requirements refer to the Lease document.

Office Area

- Flooring – Carpet tile per Lease paragraph FLOOR COVERINGS AND PERIMETERS
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according

AGENCY SPECIFIC REQUIREMENTS

PAGE 3
Exhibit C

LESSOR: _____ GOVERNMENT: _____

to Lease paragraph PAINTING - TI

- Doors – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING – SHELL and LIGHTING: INTERIOR AND PARKING- TI
- Electrical, Data, Voice – One duplex electrical receptacles and one combination data/voice jack per 80 ABOA SF on walls per Lease paragraph ELECTRICAL: DISTRIBUTION and TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows

Enclosed Rooms

- Flooring – Carpet tile per Lease paragraph FLOOR COVERINGS AND PERIMETERS
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI
- Door – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING
- Electrical, Data, Voice – Four duplex electrical receptacles and two combination data/voice jack on walls per Lease paragraph ELECTRICAL: DISTRIBUTION and TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows

Break Room and Kitchenette Areas – Only applicable if room schedule calls for a break room or kitchenette area

- Flooring – Commercial grade linoleum flooring (such as Marmoleum or equivalent)
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI
- Door – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING
- Electrical, Data, Voice - Provide three duplex electrical receptacles and one wall combination data/voice jack. Provide two dedicated duplex electrical receptacles for refrigerators and two dedicated duplex electrical receptacles for vending machines. Provide two dedicated electrical receptacles for microwave ovens above the counter. Provide two additional duplex electrical receptacles above the counter (GFI as required by code).
- HVAC (Only if enclosed room) - Independent HVAC zone on thermostat in this room and provide means to ensure negative pressure for this room to avoid odors from escaping this room. Provide filters to remove odors from any air being mixed back into the supply air for the remainder of the building or exhaust directly to the outside.
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows
- Millwork - Provide 10'0" LF of post formed plastic laminate counter with integral back splash with double basin stainless steel sink and all associated plumbing. Provide 10'0" LF of plastic laminate commercially available base cabinets with concealed hinges and staple pulls. Provide 10'0" LF of plastic laminate commercially available wall cabinets with concealed hinges and staple pulls.

Exam-Treatment Room

- Flooring – Commercial grade linoleum flooring (such as Marmoleum or equivalent)
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING – TI

- Door – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING
- Electrical, Data, Voice – Four duplex electrical receptacles and two combination data/voice jack on walls per Lease paragraph ELECTRICAL: DISTRIBUTION and TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows
- Millwork - Provide 5'0" LF of post formed plastic laminate counter with integral back splash with single basin stainless steel sink and all associated plumbing. Provide 5'0" LF of plastic laminate commercially available base cabinets with concealed hinges and staple pulls. Provide 5'0" LF of plastic laminate commercially available wall cabinets with concealed hinges and staple pulls.

SECTION 2 DESIGN SCHEMATIC LAYOUT

2.01 DESIGN SCHEMATIC

The schematic below is representative of the layout required for this Space. The Lessor is responsible for using the room schedule in section 1.01 and this layout to adapt the Government's requirements to the Space. Specific questions regarding the layout should be directed to the Lease Contracting Officer for resolution. The Government shall not be responsible for errors, omissions, or assumptions made by the Lessor in the adaption of the Government's requirements to the Lessor's Space.

GENERIC VISUAL DIAGRAM OF HOW SPACE COULD BE LAID OUT

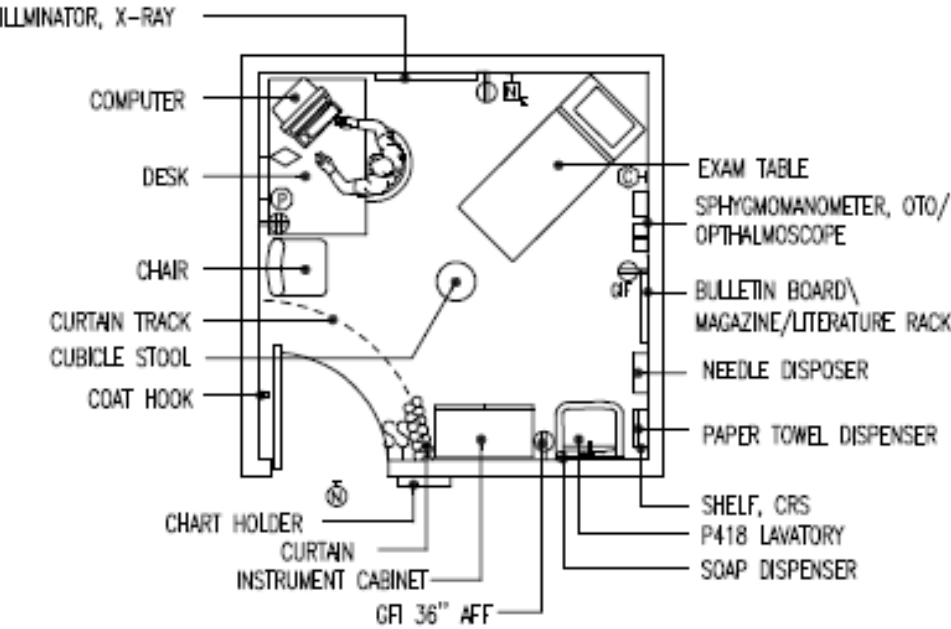
2.02 ADJACENCY DIAGRAMS

SECTION 3 ADDITIONAL SPECIAL REQUIREMENTS AND DETAILS

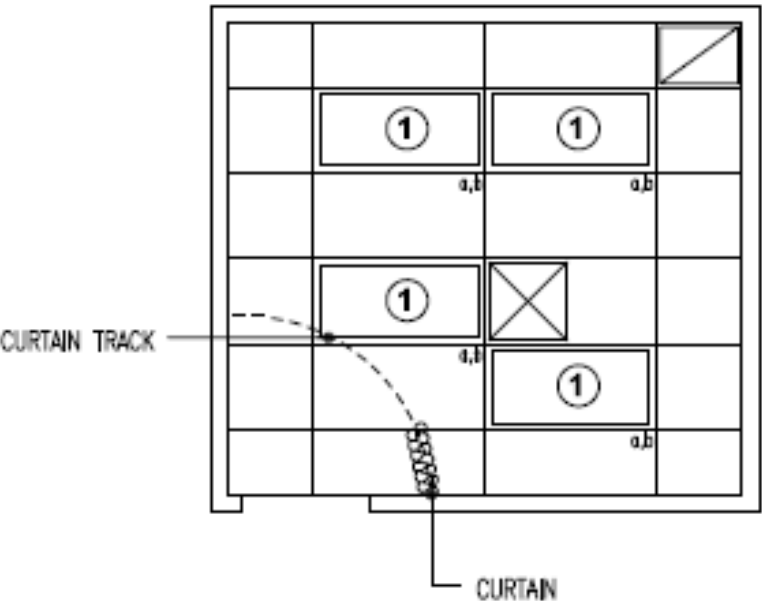
3.01 ROOM LAYOUTS

These room layouts indicate the required layout for the room listed. For all rooms not listed, the final layout will be determined during the creation of the Design Intent Drawings.

EXAMINATION ROOM (per VA Design Guide Lease Based Outpatient Clinics Appendix B, Guide Plate 2-2.1)
Equipment & Utility Plan



Reflected Ceiling Plan



ARCHITECTURAL

Coordinate with SFO; refer to Template SFO Section 7, and Schedule C.

Ceiling: GWB Lay-in Panels
 Ceiling Height: 2740 mm (9'-0")
 Wall Finish: Painted GWB
 Wainscot: --
 Base: Resilient Base
 Floor Finish: Vinyl Composition Tile
 Slab Depression: --
 Sound Protection: STC 40
 Notes: --

LIGHTING

Coordinate with SFO; refer to Template SFO Section 6.7, 6.7.1, 6.7.5.

General: 50-100 FC
 Special: --
 Notes: Portable Examining
 Light

POWER

Coordinate with SFO; refer to Template SFO Section 6.7, 6.7.1, 6.7.3, 6.7.4 and Schedule B.

General: Yes
 Emergency: --
 Notes: --

COMMUNICATION/SPECIAL SYSTEMS

Coordinate with SFO; refer to Template SFO Sections 6.7, 6.7.1, 6.7.8, 6.7.9, and Schedule B.

Data: Yes
 Telephone: Yes
 Intercom: --
 Nurse Call: Yes
 Public Address: --
 Radio/Entertainment: --
 MATV: --
 CCTV: --
 MID: --
 Security/Duress: Yes
 VTEL: --
 VA Satellite TV: --
 Notes: --

**HEATING, VENTILATING AND AIR
CONDITIONING**

Coordinate with SFO; refer to Template SFO Section 6.5.

Dry Bulb Temp Cooling: 23°C (75°F)
 Dry Bulb Temp Heating: 26°C (78°F)
 Minimum % Outside Air: 15%
 100% Exhaust Air: --
 Noise Criteria: NC-40
 Steam: --
 Relative Humidity/Cooling: 50%
 Relative Humidity/Heating: 30%
 Minimum Air Changes/Hr.: 6
 Room Pressure: 0
 AC Load-Equipment: 2.9 W/SF
 AC Load-Lighting: 2.0 W/SF
 Number of People: 2
 Special Exhaust: --
 Notes: --

PLUMBING AND MEDICAL GASES

Coordinate with SFO; refer to Template SFO Section 6.6 and Schedule B

Cold Water: Yes
 Hot Water: Yes
 Laboratory Air: --
 Laboratory Vacuum: --
 Sanitary Drain: Yes
 Reagent grade Water: --
 Medical Air: --
 Medical Vacuum: --
 Oxygen: --
 Notes: --

Coordinate equipment selections with medical program. Refer to Sections 5 and 6 in the Design Guide for Lease Based Outpatient Clinics for additional guidance. Identify acquisition method(s) for equipment and utilities (Lessor Furnished, VA Furnished, or VA Furnished/Lessor Installed); coordinate with SFO Section 6.3 and Schedule B.

| FIXED EQUIPMENT AND UTILITIES | | |
|-------------------------------|-----|---|
| SYMBOL | QTY | DESCRIPTION |
| P-418 | 1 | LAVATORY, SENSOR CONTROL (PG-18-1, MCS 15450; PG-18-4, 15450-17) |
| T45 | 1 | SHELF, CORROSION RESISTING STEEL, 305 MM x 127 MM (12" x 5") (PG-18-1, MCS 10801; PG-18-4, 10800-1) |
| | 1 | TRACK, CUBICLE CURTAIN, CEILING TYPE, SURFACE MOUNTED (PG-18-1, MCS 10152) |
| | 1 | OUTLET, TELEPHONE/DATA, WALL MOUNTED (PG-18-1, MCS 16742) |
| | 1 | RECEPTACLE, ELECTRICAL, QUADRAPLEX, FOR COMPUTER EQUIPMENT ITEMS (PG-18-1, MCS 16140) |
| | AR | RECEPTACLE, ELECTRICAL, DUPLEX (PG-18-1, MCS 16140) |
| | 1 | NURSE CALL, CODE 1 (BLUE), EMERGENCY STATION, WITH CORRIDOR SIGNAL LIGHT (PG-18-1, MCS 16761) |
| | 1 | ALARM BUTTON, SECURITY/DURESS (PG-18-1, MCS 16765) |

| FURNISHINGS AND MOVABLE EQUIPMENT | | |
|-----------------------------------|-----|---|
| SYMBOL | QTY | DESCRIPTION |
| | 1 | DISPENSER, SOAP, LIQUID, WALL MOUNTED |
| | 1 | DISPENSER, PAPER TOWEL, SURFACE MOUNTED |
| | 1 | RECEPTACLE, WASTE, STEP ON TYPE, APPROX. 305 MM (12") DIAMETER |
| | 2 | COAT HOOK, WALL MOUNTED |
| | 1 | CURTAIN, CUBICLE |
| | 1 | TABLE, EXAMINING, PADDED, ADJUSTABLE TOP, APPROX. 1880 MM x 533 MM x 762 MM (74" x 21" x 30") |
| | 2 | CHAIR, STRAIGHT, WITHOUT ARMS |
| | 1 | DESK, SINGLE PEDESTAL, 1219 MM x 762 MM x 762 MM (48" x 30" x 30") |
| | 1 | STOOL, EXAMINING |
| | 1 | CABINET, INSTRUMENT AND TREATMENT, 914 MM x 406 MM x 1981 MM (36" x 16" x 78") |
| | 1 | LIGHT, EXAMINING, PORTABLE, 120 VOLT, 20 AMP, APPROX. 457 MM (18") DIAMETER x 1905 MM (75") |
| | 1 | CRT, COMPUTER SYSTEM, WITH KEYBOARD |
| | 1 | SPHYGMOMANOMETER, WALL HUNG |
| | 1 | OTOSCOPE, WALL HUNG |
| | 1 | OPHTHALMOSCOPE, WALL HUNG |
| | 1 | BULLETIN BOARD, 1219 MM x 914 MM (48" x 36") |
| | 1 | MAGAZINE/LITERATURE RACK, WALL MOUNTED |
| | 1 | CLOCK, BATTERY OPERATED |

3.02 ADDITIONAL CONSTRUCTION DETAILS

These construction details indicate required construction standards for the items listed. These standards may be more stringent than those listed in the Lease document. Where specified, these standards shall take precedence.

MAY NOT APPLY TO SMALLER LEASES

SECTION 4 GENERAL REQUIREMENTS

4.01 SECURITY

The following security standards are listed in addition to those listed in the Lease document and the building specific security attachment.

4.02 INFORMATION TECHNOLOGY

The following IT standards are listed in addition to those listed in the Lease document.

4.03 SIGNAGE

The exterior building fascia signage shall be subject to applicable city ordinance and Government's prior written approval. The Government shall be entitled to the Project's standard building fascia signage provided and installed by the Lessor. Signage should be easily visible to passing pedestrians and motorists and appear in one (1) of the following formats:

1.



2.



4.04 VA BARRIER FREE GUIDELINES (PG-18-13)

Facilities and space will follow requirements specified in the **Barrier Free Design Guide: A Supplement to the Architectural Barriers Act Accessibility Standards** (PG-18-13), Office of Construction & Facilities Management, Facilities Standards Service, *December 2011*. The pertinent regulations differing from ABAAS are outlined below:

VA GUIDELINES ARE THE SAME AS ABAAS FOR MOST REQUIREMENTS.
WHERE VA REQUIREMENTS DIFFER, SEE BELOW.

| REQUIREMENT | VA | ABAAS | NOTES |
|---|-----------------------------------|------------------------------------|-------|
| Minimum requirements | | | |
| Sites - parking spaces accessible | 3% of total spaces | 2% of total spaces | 1 |
| SCI/D facilities | Dedicated lot 1.5 spaces per bed | 20% of total spaces | 8 |
| Buildings- accessible seating, assembly areas | 3% of total seating | 2% of total seating | 2 |
| Accessible route | | | |
| Width, minimum | 1500 mm (5'-0") | 900 mm (3'-0") | 3 |
| Slope, maximum (including parking spaces) | 1:33 (3%) | 1:20 (5%) | 4 |
| Minimum gradient of walk requiring rest areas every 60 000 mm (200') | 1:50 | 1:33 | 5 |
| Minimum size of level platforms at doors | 1800 mm x 1800 mm (6'-0" x 6'-0") | 1500 mm x 1500 mm (5'-0" x 5'-0") | 6 |
| Parking & passenger loading zones | | | |
| Access aisle requirement for accessible parking spaces | 1500 mm (5'-0") each side | 1525*mm (5'-0") 1 per 2 spaces. | 9 |
| Passenger loading area "communication system" for assistance at SCI units | Yes | No requirement | 10 |
| Curb Ramps | | | |
| Width, minimum | 1200 mm (4'-0") | 900 mm (3'-0") | 11 |
| Ramps | | | |
| Maximum slope | 1:20 | 1:12 | 12 |
| Maximum length, within range of 1:33 -1:24 | 12 000 mm (40') | 60 000 mm (200') | 13 |
| Maximum length, within range of 1:25 -1:20 | 10 500 mm (35') | 60 000 mm (200') | 13 |
| Minimum clear width | 1200 mm (4'-0") | 900 mm (3'-0") | 14 |
| Minimum size level landing, where doors swing into landing | 1800 mm x 1800 mm (6'-0" x 6'-0") | 1500 mm x 1500 mm (5'-0" x 5'-0") | 15 |
| Stairs | | | |
| Handrail height | 850 mm (34") | 750 mm-850 mm (30"-34") | 16 |

| | | | |
|--|--------------------------------------|---|--------------------------------------|
| Toilet stalls | | | |
| Minimum accessible stall size | 1650 mm x 1800 mm (5'-6" x 6'-0") | 1500 mm x 1420*mm (5'-0" x 4'-8") | 23 |
| Minimum size wheelchair "front-transfer" stall | 1050 mm x 1800 mm (3'-6" x 6'-0") | 900 mm x 1650 mm (3'-0" x 5'-6") | 28 |
| Grab bars | Required in all stalls | Required in accessible stalls | |
| Shower stalls (Patient) | | | |
| Minimum stall dimensions | 1200 mm x 1200 mm (4'-0" x 4'-0") | 900 mm x 900 mm (3'-0" x 3'-0") or 750 mm x 1500 mm (2'-6" x 5'-0") | 24 |
| Grab bars | Horizontal plus vertical bars | Horizontal bars only | See VA Std. Detail #13.1, 13.2, 13.3 |
| Toilet rooms | | | |
| Min. width of toilet room entrance doors | 900 mm (36") | 850 mm (34") | 25 |

1. The percent of disabled at VA hospitals is much higher than the percent of disabled in the general population. Two percent may be adequate for the general population. The percentage of disabled drivers/passengers is much higher in the veteran population.

2. A higher percentage of sick and disabled make up the VA population than make up the general population.

3. It takes a minimum of 1500 mm (5'-0") for two wheelchairs to pass.

4. The disabled population used by ABAAS to determine an acceptable slope for using public accommodations is stronger and younger than are veterans at VA facilities.

5. Previous studies used a younger, more fit population to determine the minimum slope and distance for a disabled person's travel capability.

6. Older, ill veterans need more room to maneuver and a larger safety envelope.

8. VHA study shows patient's vehicle + visitor's vehicle + outpatient's vehicle equals nearly 2.0 cars per patient. Additionally, parking spaces are required for employees and visitors with no allowance for patients.

9. Disabled veterans come to VA facilities either driving or riding. Both sides of the parking space must be available to allow disembarking from either side of the car.

10. This feature, not mentioned in other standards, allow SCI veterans to contact Nursing Service, Pharmacy, or Security for their appropriate needs without the extra burden of unloading their wheelchair and leaving their car.

11. Sick veterans in wheelchairs are often weak, disoriented, and unskilled in wheelchair operation. Studies show the additional 300 mm (1'-0") provides a much needed margin of safety.

12. Tests show only those with good upper body strength can manage a ramp slope of 1:12. Slopes greater than 1:16 create safety hazards for any wheeled vehicle.

13. Long uninterrupted ramps have caused accidents at VA facilities. Weak, unskilled wheelchair users need frequent stops for safety.

14. The 300 mm (1'-0") added width is necessary to ensure all VA wheelchair users can get up and down the ramp, safely.

15. Older, frail, confused, disabled veterans need a larger level platform to maneuver a wheelchair.

16. Life Safety Code (NFPA 101) requires 850 mm (34") to 950 mm (38").

AGENCY SPECIFIC REQUIREMENTS

23. Disabled patients in wheelchairs aren't skilled in maneuvering wheelchairs, are usually weakened, and space is often needed for someone to help.

24. The 900 mm x 900 mm (3'-0" x 3'-0") shower has a folding seat which requires the patient to transfer from the wheelchair. The 750 mm x 1500 mm (2'-6" x 5'-0") shower admits a wheelchair, but just barely. There is no room for the patient to maneuver or for attendants to help.

25. VA uses a standard 900 mm (3'-0") door to ensure a 850 mm (34") clear opening.

26. The additional width allows correct door width and makes the stall usable by wheelchair users.

SOLICITATION PROVISIONS

(For Simplified Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7)) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. 552.270-3 - PARTIES TO EXECUTE LEASE (JUN 2011)

(a) If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."

(b) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, evidence of this authority to so act shall be furnished.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

3. 52.233-2 - SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over \$150,000 average net annual rental, including option periods.)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

4. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].

- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

5. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

| | | |
|---|--|-------|
| (For Leases At or Below the Simplified Lease Acquisition Threshold) | Solicitation Number VA262-13-R-0768 | Dated |
|---|--|-------|

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
 - (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
 - (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—
 - (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.]* Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
 - (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business*

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concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that—

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51

percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and

- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

- (b) The Contractor represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

5. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

- (a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

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resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- ☐ Sole proprietorship; ☐ Government entity (Federal, State, or local);
- ☐ Partnership; ☐ Foreign government;
- ☐ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-4;
- ☐ Corporate entity (tax-exempt); ☐ Other _____

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

7. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).

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- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

8. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

9. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

| | | |
|--|--|--|
| OFFEROR OR AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) _____ Signature | TELEPHONE NUMBER _____ Date |
|--|--|--|

| | | | | | | | | | | | | |
|---|--|--|-----------------------|----------------------------|-----|--------------------------|------|--------------------------|---------------|--|--|--|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions" | | 1. SOLICITATION FOR OFFERS VA262-13-R-0768 | | 2. STATEMENT DATE | | | | | | | | |
| | | 3. RENTAL AREA (SQ. FT.) | 3A. ENTIRE BUILDING | 3B. LEASED BY GOV'T | | | | | | | | |
| 4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code) | | | | | | | | | | | | |
| SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION | | | | | | | | | | | | |
| SERVICES AND UTILITIES | | LESSOR'S ANNUAL COST FOR | | FOR GOVERNMENT USE ONLY | | | | | | | | |
| | | (a) ENTIRE BUILDING | (b) GOV'T-LEASED AREA | | | | | | | | | |
| A. CLEANING, JANITOR AND/OR CHAR SERVICE | | | | | | | | | | | | |
| 5. SALARIES | | | | | | | | | | | | |
| 6. SUPPLIES (Wax, cleaners, cloths, etc.) | | | | | | | | | | | | |
| 7. CONTRACT SERVICES (Window washing, waste and snow removal) | | | | | | | | | | | | |
| B. HEATING | | | | | | | | | | | | |
| 8. SALARIES | | | | | | | | | | | | |
| 9. FUEL ("X" one) | | <input type="checkbox"/> | OIL | <input type="checkbox"/> | GAS | <input type="checkbox"/> | COAL | <input type="checkbox"/> | ELEC- TRIC | | | |
| 10. SYSTEM MAINTENANCE AND REPAIR | | | | | | | | | | | | |
| C. ELECTRICAL | | | | | | | | | | | | |
| 11. CURRENT FOR LIGHT AND POWER (Including elevators) | | | | | | | | | | | | |
| 12. REPLACEMENT OF BULBS, TUBES, STARTERS | | | | | | | | | | | | |
| 13. POWER FOR SPECIAL EQUIPMENT | | | | | | | | | | | | |
| 14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.) | | | | | | | | | | | | |
| D. PLUMBING | | | | | | | | | | | | |
| 15. WATER (For all purposes) (Include sewage charges) | | | | | | | | | | | | |
| 16. SUPPLIES (Soap, towels, tissues not in 6 above) | | | | | | | | | | | | |
| 17. SYSTEM MAINTENANCE AND REPAIR | | | | | | | | | | | | |
| E. AIR CONDITIONING | | | | | | | | | | | | |
| 18. UTILITIES (Include elecricity, if not in C11) | | | | | | | | | | | | |
| 19. SYSTEM MAINTENANCE AND REPAIR | | | | | | | | | | | | |
| F. ELEVATORS | | | | | | | | | | | | |
| 20. SALARIES (Operators, starters, etc.) | | | | | | | | | | | | |
| 21. SYSTEM MAINTENANCE AND REPAIR | | | | | | | | | | | | |
| G. MISCELLANEOUS (To the extent not included above) | | | | | | | | | | | | |
| 22. BUILDING ENGINEER AND/OR MANAGER | | | | | | | | | | | | |
| 23. SECURITY (Watchmen, guards, not janitors) | | | | | | | | | | | | |
| 24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INS. | | | | | | | | | | | | |
| 25. LAWN AND LANDSCAPING MAINTENANCE | | | | | | | | | | | | |
| 26. OTHER (Explain on separate sheet) | | | | | | | | | | | | |
| 27. TOTAL | | | | | | | | | | | | |
| SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES | | | | | | | | | | | | |
| 28. REAL ESTATE TAXES | | | | | | | | | | | | |
| 29. INSURANCE (Hazard, liability, etc.) | | | | | | | | | | | | |
| 30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT | | | | | | | | | | | | |
| 31. LEASE COMMISSION | | | | | | | | | | | | |
| 32. MANAGEMENT | | | | | | | | | | | | |
| 33. TOTAL | | | | | | | | | | | | |
| LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership. | | 34. SIGNATURE OF <input type="checkbox"/> OWNER <input type="checkbox"/> LEGAL AGENT | | | | | | | | | | |
| TYPED NAME AND TITLE | | SIGNATURE | | DATE | | | | | | | | |
| 34A. | | 34B. | | 34C. | | | | | | | | |
| 35A. | | 35B. | | 35C. | | | | | | | | |

INSTRUCTIONS
FOR
LESSOR'S ANNUAL COST STATEMENT
GSA FORM 1217

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Solicitation for Offers number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

SECTION I
ESTIMATED ANNUAL COST
OF SERVICES AND UTILITIES

- 5.-26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II
ESTIMATED ANNUAL COST OF OWNERSHIP
EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34.-35. Complete Lessor certification.

PRELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

RELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

I. BUILDING ADDRESS

Building Name:
Building Address:
City:
State:
9-Digit Zip Code:

II. GENERAL BUILDING INFORMATION

a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:

| | | | | | | |
|-------------------|--|--|--|--|--|--|
| Floor | | | | | | |
| Sq. Ft. Per Floor | | | | | | |

b. Identify the total number of floors in the building starting at the street floor:

c. Identify the total number of floors in the building below the street floor:

d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:

III. OTHER USES IN BUILDING (Check All That Apply)

☐ Restaurants
 ☐ Laboratories
 ☐ Storage
 ☐ Retail
 ☐ Parking Garage
 ☐ Other (list)

IV. AUTOMATIC FIRE SPRINKLER SYSTEM

| Please Check YES, NO, or N/A to the following questions: | YES | NO | N/A |
|--|-----|----|-----|
| a. Is an automatic fire sprinkler system installed throughout the building? | | | |
| b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ? | | | |

V. FIRE ALARM SYSTEM

| Please Check YES, NO, N/A to the following questions: | YES | NO | N/A |
|---|-----|----|-----|
| a. Is a fire alarm system installed in the building? | | | |
| b. Is an emergency voice/alarm communication system installed in the building? | | | |
| c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building? | | | |
| d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building? | | | |
| e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old? | | | |
| f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department, remote station, or UL listed central station? | | | |
| g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ? | | | |

RELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

| VI. EXIT SIGNS & EMERGENCY LIGHTING | | | |
|---|-----|----|-----|
| Please Check YES, NO, or N/A to the following questions: | YES | NO | N/A |
| a. Are exit signs installed in the paths of egress travel to the exit stairs or exits? | | | |
| b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits? | | | |
| c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system? | | | |

| VII. ELEVATORS | | | |
|---|-----|----|-----|
| Please Check YES, NO, or N/A to the following questions: | YES | NO | N/A |
| Are elevators installed in the building? | | | |
| If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system? | | | |
| If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms? | | | |

| VIII. ADDITIONAL INFORMATION | | | |
|------------------------------|--|--|--|
| | | | |

OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

RELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

- a. The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.
- b. Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."
- c. Upon completion of Part B, the Offeror must sign and date the "Offeror's Statement of Correction."
- d. The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.
 - a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
 - b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
 - c. Identify the number of floors in the building (above and below grade)
 - d. Identify the approximate gross square footage per floor in the building.
 - e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
 - f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
 - g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.
2. Occupancy Classifications.
 - a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.
3. Building Construction.
 - a. Identify the building construction type.
4. Vertical Openings.
 - a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
 - b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.
5. Means of Egress.
 - a. Identify the number of enclosed exit stairs on each floor of the building.
 - b. For each exit stair, describe:
 - i. The clear width of each stair tread and location of measurement.
 - ii. The egress capacity of each exit stair.
 - iii. The location of where each exit stair discharges.
 - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.

PRELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

- v. Any penetrations into and openings through each exit stair enclosure assembly.
 - vi. Any headroom obstruction within each exit stair enclosure.
 - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
 - viii. The exit stair remoteness arrangement.
 - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
 - c. Identify and describe all exit doors that do not swing in the direction of exit travel.
 - d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
 - e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
 - f. Identify by location and describe any concern regarding the exit signage within the building.
 - g. Describe the building's emergency lighting system.
 - h. Identify and describe if emergency power is provided within the building.
 - i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.
6. Automatic Fire Suppression Systems.
- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
 - b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
 - c. Identify and describe any other fire suppression systems installed within the building.
 - d. Identify and describe the types of standpipes installed in the building.
 - e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
7. Fire Alarm System.
- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
 - b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.
 - c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
 - d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
8. Elevators.
- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
 - b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
 - c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
 - d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____ Phone #: _____ () - _____

License Number: _____

Stamp Here: _____

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

**CERTIFICATE OF SEISMIC COMPLIANCE
EXISTING BUILDING**

Date: _____

This is to affirm that _____ served as engineer in charge of the seismic evaluation of the building located at _____

The building has the following characteristics:

ASCE Building Type: _____ No. of Stories: _____ Approx. Area: _____

Building Design Code: _____ Year of Design Code: _____ Year of Construction: _____

The building has been evaluated to the **Life Safety Performance Level** as set forth in the "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary", ICSSC RP 6 using the following methodology:

ASCE/SEI 31 Tier 1 Evaluation ☐; Tier 2 Evaluation ☐; Tier 3 Evaluation ☐; Other ☐ (please explain below). **Documentation of this evaluation must be attached to this Certificate.**

On the basis of this, and to the extent permitted by this level of evaluation, it is my opinion that subject building ☐ will, ☐ will not, meet the **Life Safety Performance Level** of ICSSC RP 6.

Affix Stamp and Sign Here

Engineer's Name:

Firm:

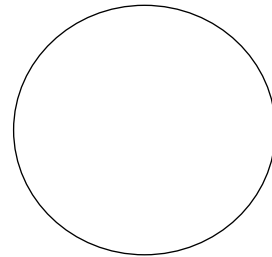
Address:

Telephone:

License No.:

State:

Expiration Date:



Comments: _____

Please attach: ASCE/SEI 31 Checklist(s)
Structural, Nonstructural, and Geologic Site Hazards and Foundation

ADA CERTIFICATION

1. HANDICAPPED ACCESSIBILITY:

By submission of this offer, the lessor certifies that all requirements set forth in the Solicitation for Offers will be met unless otherwise stated.

____ All sections will be met ____ All sections not be met (please specify below)

2. LESSOR/ PAYEE DECLARATION

In the event the offer being submitted herein is the successful offer, the Lessor/Payee name and address to be reflected on the resultant Lease Contract would be as follows:

LESSOR

PAYEE

Name:

Address:

City/State

Zip:

Phone:

Fax:

Email:

OFFER'S SIGNATURE (Owner or Agent)

Date

Name of Company: _____

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN
EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

| | |
|---|----------------------|
| BUILDING ADDRESS | |
| BUILDING NAME: | |
| BUILDING ADDRESS: | |
| CITY: | |
| STATE: | |
| Year Built: | Year Last Renovated: |
| | |
| SIZE AND LAYOUT | |
| The following information applies to (check one): | |
| <input type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction | |
| Space offered to Government (By Floor): | |
| Approximate gross area of typical floor (identify atypical floors individually) | |
| Building Height in Feet: | |
| Number of Stories Above Grade | |
| Number of. Stories Below Grade: | |
| | |
| OTHER OCCUPANCIES IN BUILDING (Check All That Apply) | |
| Restaurants: | _____ |
| Laboratories: | _____ |
| Storage: | _____ |
| Retail: | _____ |
| Day Care Center: | _____ |
| Other, list: | _____ |
| | |
| | |

PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.

Identify the number of stories of the building (above and below grade)

Identify the approximate gross square footage per floor in the building.

Identify the proposed floors offered to the Government to occupy

| <u>Exterior Materials</u> | <u>Yes</u> | <u>No</u> |
|----------------------------------|-------------------|------------------|
| Brick | | |
| Block | | |
| Concrete – Precast | | |
| Concrete – Poured | | |
| Metal Panels | | |
| Glass Exterior | | |

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

| <u>Question</u> | <u>Yes</u> | <u>No</u> |
|--|-------------------|------------------|
| Is the water supply to the building protected? | | |
| Is the main unit of air/ventilation system accessible to the public? | | |
| Is the wire closet locked? | | |
| Is utility access locked? | | |
| Is there exterior access to the electric service? | | |
| Is there exterior access to the gas service? | | |
| Is there exterior access to the water service? | | |
| Is there exterior access to the telephone service? | | |
| Is there exterior access to any other heating source? | | |
| Is fuel stored within the building? | | |
| Are there exterior propane fuel tanks? | | |
| For the facilities with exterior propane fuel tanks, are they protected? | | |

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

| <u>General Public Access</u> | <u>Distance in Feet</u> |
|---|-------------------------|
| Distance in feet from the building to the nearest public street. | |
| Distance in feet from the building to the nearest public on-street parking. | |
| Distance in feet from the building to the nearest public parking lot. | |

Provide a site sketch showing perimeter distances.

Describe the building's emergency lighting system.

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons".

Identify and describe if emergency power is provided within the building.

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable.

Identify and describe any garage or parking area control or surveillance systems in place.

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel.

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel.

Identify and describe alarm/emergency notification system.

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including,

- Typical size
- Thickness of panes
- Type of frame
- Type of anchorage
- Number of windows
- Type of glass
- Type of configuration (single-pane, insulated, laminated, etc.)
- Security film thickness (if installed)
- Date film was installed

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below.

PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

PRE-LEASE BUILDING SECURITY PLAN

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____

Phone #:(____) _____

License Number: _____

Stamp Here:

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

| SAFETY AND ENVIRONMENTAL MANAGEMENT RELEASE CERTIFICATION CHECKLIST | |
|---|------------------------------|
| Building Name: _____ | |
| Street Address: _____ | |
| City: _____ | State: _____ Zip Code: _____ |
| INSTRUCTIONS: Complete the following information that applies to the building being offered for lease by the Government. If building is not yet constructed, complete based on building plans and specifications. | |
| The following information applies to: (CHECK ONE) | |
| <input type="checkbox"/> an existing building <input type="checkbox"/> a building planned for construction | |
| Building structural support (check one): | |
| _____ Combustible (timber, wood, etc.) _____ Noncombustible (concrete, steel, masonry, etc.) | |
| Other types of uses present in the building (check all that apply): | |
| _____ Restaurants _____ Laboratories _____ Storage _____ Retail _____ Other; list _____ | |
| Vertical openings between two or more floors: | |
| Stairs (check one): _____ open _____ enclosed with doors | |
| Shafts (check one): _____ open _____ enclosed; describe _____ | |
| Other (check one): _____ open _____ enclosed; describe _____ | |
| Sprinklers (check one): | |
| _____ None _____ Corridors only _____ All but corridors and lobbies _____ Total building _____ Other; describe locations: _____ | |
| Fire fighting capability (check one): | |
| _____ None _____ Fire extinguishers only _____ Standpipes only _____ Standpipes and fire extinguishers | |
| Fire alarm (check one): _____ | |

**SAFETY AND ENVIRONMENTAL MANAGEMENT
PRELEASE CERTIFICATION CHECKLIST**

- ☐ None
☐ Building alarm without automatic fire department notification
☐ Building alarm with automatic fire department notification

Smoke detectors (check one):

- ☐ None
☐ All corridors
☐ Total building
☐ Other; describe locations: _____

Wall interior finish in space being offered for lease (check one):

- ☐ Painted walls of plaster, sheetrock, or masonry
☐ Wallpaper or vinyl wall covering
☐ Cloth or corkboard
☐ Hardwood paneling
☐ Other; describe: _____

Floor finish in space being offered for lease (check one):

- ☐ Carpet
☐ Tile
☐ Concrete
☐ Hardwood
☐ Other; describe: _____

Building size and layout

Approximate outside dimensions of building: _____

Total gross area of building: _____ square feet

Area of proposed lease: _____ square feet

Total number of floors in building: _____ Floor(s) of proposed lease: _____

Describe building layout, e.g., rectangular, E-shaped, U-shaped, etc.:

Exits (check one):

- ☐ No stairway; one floor on grade
☐ Stairways as described in the table below (Place checks in appropriate boxes except for "distance to Next Stair" column which should contain a number, measured in feet, indicating the required walking distance to the next exit stair.):

**SAFETY AND ENVIRONMENTAL MANAGEMENT
RELEASE CERTIFICATION CHECKLIST**

| Which Stair | Stairway Enclosure | | Location of Exit Discharge | | Distance to Next Stair (in feet) |
|----------------|--------------------|-----------------------|-------------------------------|---------------------------|---|
| | Open | Separated by Doors | Inside Building | Directly to Outside | |
| Example | X | | X | | 120 |
| No. 1 | | | | | |
| No. 2 | | | | | |
| No. 3 | | | | | |
| No. 4 | | | | | |

The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. **Note:** fire escapes and ladders must not be counted as exit stairs.

Additional information on exits, if any, e.g., sketch of building:

Asbestos. the building has (*check all that apply*):

- ☐ No asbestos
- ☐ Asbestos fire proofing or surfacing material
- ☐ Undamaged asbestos floor tile
- ☐ Asbestos pipe or boiler insulation in good condition
- ☐ Other undamaged asbestos; describe: _____
- ☐ Damaged asbestos; describe: _____
- ☐ Don't know

This information provided by the offeror on this form is material facts upon which the Government relies in making an award. The Government has the right to require remedy if there is a misrepresentation. The Owner or Authorized Representative certifies that all features are in operating order and properly maintained.

| SAFETY AND ENVIRONMENTAL MANAGEMENT PRELEASE CERTIFICATION CHECKLIST | | |
|---|---|---|
| OWNER or AUTHORIZED REPRESENTATIVE | a. TYPED NAME AND ADDRESS (including ZIP code) | b. Telephone No. (including area code) |
| | c. SIGNATURE | d. Date Signed |

INFECTION CONTROL RISK ASSESSMENT GUIDELINES – VA DESERT PACIFIC HEALTHCARE NETWORK

Identify the Type of Construction Project Activity (Types A-D)

| | |
|---|---|
| A | Non-invasive activities, including, but not limited to: <ol style="list-style-type: none"> Removal of ceiling tiles where no dust or asbestos is expected Painting, but not sanding Wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection |
| B | Small scale, short duration activities which create minimal dust, including but not limited to: <ol style="list-style-type: none"> Installation of electrical, plumbing, HVAC, telephone and computer cabling Access to chase spaces where asbestos is not present Cutting of walls or ceiling where dust migration can be controlled. |
| C | Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies, including but not limited to: <ol style="list-style-type: none"> Sanding of surfaces for painting or wall covering Removal of floor coverings, ceiling tiles, and casework New wall construction Minor duct work or electrical work above ceilings Major cabling activities Any type A, B or C activity that cannot be completed within a single work shift. |
| D | Major demolition and construction projects, including but not limited to: <ol style="list-style-type: none"> Activities requiring heavy demolition or removal of a complete utility or cabling system New construction and renovation. Friable asbestos and mold abatement projects. |

Identify the Patient Risk Group that will be affected. If more than one risk group will be affected, select the higher group. For all construction classes, patients must be removed from the room while work is performed.

| Low | Medium | High | Highest Risk |
|--|---|--|--|
| All outpatient clinics, offices areas, administrative and industrial spaces. | All non-critical inpatient areas. cardiology, echocardiography, endoscopy, nuclear medicine, rehabilitation medicine, radiology, MRI, respiratory therapy, dry research labs. | DOU, emergency room, clinical laboratory, wet lab research, ambulatory surgery, pharmacy, surgical and medical inpatient beds, procedure center. | Immunocompromised patient area, cath lab, SPD, ICU, occupied, negative pressure rooms, PACU operating rooms. |

Match the Patient Risk Group with the Construction Project Type (A, B, C, D) to find the Class of Precautions (I – V)

Construction Project Type

| Patient Risk Group | TYPE A | TYPE B | TYPE C | TYPE D |
|--------------------|--------|--------|--------|--------|
| Low Risk | I | II | III | V |
| Medium Risk | I | II | IV | V |
| High Risk | I | II | IV | V |
| Highest Risk | II | III | V | V |

Description of Required Infection Control Precautions by Class

| Class | During Construction Project | Upon Completion of Project |
|------------------|--|--|
| Class I | <ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace ceiling tile if displaced. | |
| Class II | <ol style="list-style-type: none"> 1. High Risk patients must remain out of room for one hour after completion of work and cleanup. 2. Execute work by methods to minimize raising dust. 3. Immediately replace ceiling tile if displaced. | <ol style="list-style-type: none"> 1. Remove all visible debris with a wet towel and/or mop. 2. Housekeeping to wipe work surfaces and floors with disinfectant. |
| Class III | <ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust. 2. Immediately replace ceiling tile if displaced 3. Provide active means to prevent airborne dust from dispersing into atmosphere. 4. Water-mist work surfaces to control dust while cutting. 5. Seal unused doors with duct tape. 6. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers | <ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 3. Open previously sealed HVAC registers and grills. 4. Housekeeping to wipe work surfaces and floors with disinfectant. |
| Class IV | <ol style="list-style-type: none"> 1. Install plastic dust barriers to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 2. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 3. Maintain negative pressure within work site utilizing HEPA equipped air filtration units. 4. Place dust mat at entrance and exit of work area. 5. Cover construction waste before transport in covered containers. 6. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis. | <ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and vacuum with HEPA filtered vacuum. 3. Do not remove barriers from work area until a Health System responsible person inspects completed project. 4. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 5. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 6. Remove isolation of HVAC system in areas where work was being performed. 7. Housekeeping to wipe work surfaces and floors with disinfectant. |
| Class V | <ol style="list-style-type: none"> 1. Construct gypsum board/metal stud dust partition, extend and seal to ceiling. 2. Isolate HVAC system within work areas to prevent contamination of duct system. 3. Seal doors opening to adjacent areas with duct tape. 4. Block off and seal HVAC registers, grills and any openings in ductwork to remain. 5. Maintain negative pressure within work site utilizing HEPA equipped air filtration units. 6. Place dust mat at entrance and exit of work area. | <ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and vacuum with HEPA filtered vacuum. 3. Do not remove barriers from work area until a Health System responsible person inspects completed project. 4. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 5. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 6. Remove isolation of HVAC system in areas where work was being performed. 7. Housekeeping to wipe work surfaces and floors with disinfectant. |

| | | |
|--|---|--|
| | 7. Cover construction waste before transport in covered and sealed containers. Biohazards to be double bagged. 8. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis. 9. Provide monitoring and clearance samples for mold/asbestos. | |
|--|---|--|

INFECTION CONTROL CONSTRUCTION PERMIT FOR CLASS IV AND V PRECAUTIONS

| | | | |
|---------------------------|---|---|--------------------------|
| | Location of Activity: | Project Start Date: | |
| | Project Coordinator: | Estimated Duration: | |
| | Contractor Performing Work: | Permit Expiration Date: | |
| | Supervisor: | Telephone: | |
| Construction Type: | | Risk Group: | Precaution Class: |
| Class I | 1. Execute work by methods to minimize raising dust from construction operations. | 2. Immediately replace ceiling tile if displaced. 3. Clean work area upon completion of task. | |
| Class II | 1. High Risk patients must remain out of room for one hour after completion of work and cleanup. 2. Execute work by methods to minimize raising dust. | 3. Immediately replace ceiling tile if displaced. 4. Remove all visible debris with a wet towel and/or mop. 5. Housekeeping to wipe work surfaces and floors with disinfectant. | |
| Class III | 1. Execute work by methods to minimize raising dust. 2. Immediately replace ceiling tile if displaced 3. Provide active means to prevent airborne dust from dispersing into atmosphere. 4. Water-mist work surfaces to control dust while cutting. 5. Seal unused doors with duct tape. 6. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. | 7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers 9. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 10. Open previously sealed HVAC registers and grills. 11. Housekeeping to wipe work surfaces and floors with disinfectant. | |
| Class IV | 1. Obtain infection control permit before construction begins. 2. Install plastic dust barriers to seal area from non-work area or implement | 7. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis using the Risk Assessment and Exposure Control | |

| | | | | |
|--|---|--|---------------------------------------|--------------|
| | control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 4. Maintain negative pressure within work site utilizing HEPA equipped air filtration units. 5. Place dust mat at entrance and exit of work area. 6. Cover construction waste before transport in covered containers. | Checklist. 8. Wet mop and vacuum with HEPA filtered vacuum. 9. Do not remove barriers from work area until a Health System responsible person inspects completed project. 10. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 11. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 12. Remove isolation of HVAC system in areas where work was being performed. 13. Housekeeping to wipe work surfaces and floors with disinfectant. 14. Complete daily log documenting work activity and completion of remedial and preventive procedures required. | | |
| Class V | 1. Obtain infection control permit before construction begins. 2. Construct gypsum board/metal stud dust partition, extend and seal to ceiling. 3. Isolate HVAC system within work areas to prevent contamination of duct system. 4. Seal doors opening to adjacent areas with duct tape. 5. Block off and seal HVAC registers, grills and any openings in ductwork to remain. 6. Maintain negative pressure within work site utilizing HEPA equipped air filtration units. 7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers. 9. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis using the Risk Assessment and Exposure Control Checklist. | 10. Wet mop and vacuum with HEPA filtered vacuum. 11. Cover construction waste before transport in covered and sealed containers. Biohazards to be double bagged. 12. Provide monitoring and clearance samples for mold/asbestos. 13. Do not remove barriers from work area until a Health System responsible person inspects completed project. 14. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 15. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 16. Remove isolation of HVAC system in areas where work was being performed. 17. Housekeeping to wipe work surfaces and floors with disinfectant. 18. Complete daily log documenting work activity and completion of remedial and preventive procedures required. | | |
| Exceptions or additions to this permit are noted on the attached page. <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| Permit Requested By: | | Date: | Approval By Service Affected: | Date: |
| Approval by Safety Officer/IH: | | Date: | Approval by Infection Control: | Date: |

VA Department of Veterans Affairs

DAILY LOG - FORMAL CONTRACT

STATION:

PROJECT TITLE

NAME OF CONTRACTOR

DATE

CONTRACT NUMBER

DAY OF WEEK

PROJECT NUMBER

WEATHER

TEMPERATURE

BRANCH OF WORK

**SKILLED
WORKERS**

**UNSKILLED
WORKERS**

**LOCATION AND DESCRIPTION
OF WORK**

DELIVERY OF MATERIALS:

REMARKS:

Barrier installed

Isolate HVAC

Seal Doors

Maintain negative pressure

Dust mat at entrance to work area

Cover construction waste for transport

Wet mop, HEPA vacuum and inspection prior to barrier removal

Remove construction barrier

Wet mop and HEPA vacuum

Reinstate HVAC

Wipe work surfaces with disinfectant

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

Signature of Project

Manager

| VA Department of Veterans Affairs | | |
|--|--|---|
| DAILY LOG - SAFETY/ILSM CHECKLIST | | STATION: |
| PROJECT TITLE | | NAME OF CONTRACTOR |
| DATE | | CONTRACT NUMBER |
| DAY OF WEEK | | PROJECT NUMBER |
| Interim Life Safety Measure / Hazard Surveillance Means of egress is clear in construction and adjacent areas. Access for the fire department and emergency services is clear. Note the status of the fire detection/sprinkler system Fire sprinkler system is active. Fire alarm system is active. Smoke detectors are active. Temporary systems are in place Construction partitions are being maintained and are smoketight. Good housekeeping practices are being maintained. Exterior balconies, corridors, and stairways clear of storage Flammables & combustibles kept to a minimum and in proper containers. Buildings, grounds, and equipment are maintained in a safe manner. Smoking regulations are being followed. Fire extinguisher are readily available in construction area. Hot work permit issued Work site inspected after hot work | | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| Other Environmental Considerations / Hazard Surveillance Caution/ danger signs and barricades in place where needed. Lock out/tagout in place Extension cords protected/disconnected at end of day. Dust barriers maintained. MSDS maintained on site and products labeled. Asbestos is properly controlled and interstitial doors are closed & locked. Area is secured from public and at the end of the day. Odors from construction operations are cleared. Safety and temporary signage is in place. Emergency recall numbers left at work site. Utility systems returned to operation in occupied areas. Construction storage/field offices maintained and secured. Excavations properly barricaded. All external openings in walls/roof are sealed from inclement weather Exterior storm drains flushed and cleared of debris Subcontractors aware/trained in safety/environmental issues | | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| HEPA unit in place, functioning, and on E Power Environmental monitoring for mold | | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| Inspected by: | | |

VA Desert Pacific Healthcare System

Project: _____

Date: ____

| Hazard | Concern? Y/N | Control Measure | Remarks |
|---|--------------|-----------------|---------|
| Asbestos | | | |
| Dust | | | |
| Moisture/water leaks | | | |
| Vapors/fumes | | | |
| Noise | | | |
| Vibration | | | |
| Air pressure relationships | | | |
| Traffic flow | | | |
| Open outside walls | | | |
| Impact to levels above and below | | | |
| Proximity of air intakes | | | |
| Pest control within construction area | | | |
| Proximity of immune suppressed patients | | | |

Approval Signatures:

Project Manager: _____

Chief Engineering Section: _____

Infection Control: _____

Industrial Hygienist: _____

Contractor: _____

Service/Section/Program Chief: _____

Control Measures

Asbestos

1. Contractor has hired an asbestos abatement contractor for control and cleanup.
2. VA to hire independent IH to inspect and clear area for re-occupancy based on monitoring and/or professional judgment.
3. Published asbestos protocol to be followed for work thru ceiling.
4. Published asbestos protocol to be followed for work above ceilings.
5. Perimeter barrier will be constructed in the interstitial space to isolate the construction area with other areas in the interstitial.
6. Project area will be encased with spray applied hard surface encasement material.
7. Provide mini containments under negative air in public areas.
8. Sealed gypsum board barrier will be constructed to isolate the construction area from the public.
9. Transit Panels will be removed which is considered Class B removal

Dust

1. Sealed gypsum board barrier will be constructed to isolate the construction area from the public.
2. Trash carts will be covered when transported thru the building.
3. Provide negative air machine exhausted to outside.
4. Provide mini containments under negative air in public areas.
5. Provide negative air machine in space as air scrubber.
6. Provide walk off mats at entrances to work area
7. Perimeter barrier will be constructed in the interstitial space to isolate the construction area with other areas in the interstitial.

Moisture Water Leaks

1. Contain any water from core drilling activities.
2. Dike any floor penetrations to minimize risk of leaks from construction zone.

Vapors/Fumes

1. Use of products with low VOC's.
2. Provide negative air in construction zone exhausted to outside away from intakes.
3. Seal work area airtight barrier.
4. Cut all metal outside the building.
5. Seal any floor penetrations to minimize risk of fumes thru construction zone.
6. Shut down air handler to minimize infiltration of fumes from outside.

Noise

1. Schedule demolition work after normal work hours.
2. Cut all metal outside the building.

Vibration

1. Schedule demolition work after normal work hours.
2. Coordinate with occupants in surrounding areas to explain the work occurring

Air Pressure Relationships

1. Provide negative air during asbestos abatement.
2. Provide negative air during construction
3. Seal off supply and exhaust HVAC registers.
4. Provide anti room under negative pressure at entrance to project zone.

Traffic Control

1. Access construction area via exterior door.
2. Schedule delivery of large quantities of material and demolition haul out after hours.

Open Outside Walls

1. Construct temporary outside wall to limit the infiltration of wind, air, and temperature differences into the project site.

Impact to Levels Above and Below

1. Coordinate with occupants in surrounding areas to explain the work occurring.
2. Follow asbestos protocol when doing under floor work
3. Vacate areas when doing below floor work off of the catwalk.

Proximity of Air Intakes

1. Shut down air handlers to reduce infiltration of fumes from exterior activities such as painting, gasoline powered engines, roofing operations, equipment, etc.

Pest Control Within Construction Area

1. Provide barriers to any open outside walls
2. Contact Pest Controller if any evidence of pests are found during the course of the work.

Proximity of immune suppressed patients

1. Relocate patients away from construction zone for entire project.
2. Relocate patients away from construction zone during demolition operations.